

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE:) CASE NO.: 05-93307
)
ANGELINE FORTE') CHAPTER 13
AKA ANGELA FORTE')
) JUDGE: RANDOLPH BAXTER
)
) **OBJECTION TO CONFIRMATION**
Debtor) **OF PLAN**
)
)
)
)
)
)

—WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2, a secured creditor herein, and holder of the first mortgage on the real estate owned by the Debtor and located at 11805 Cromwell Ave., Cleveland, OH 44120, hereby objects to the confirmation of the Debtor's proposed plan pursuant to 11 U.S.C., §§1307 (c)(1) and 1324. WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 requests that confirmation of the plan be denied by this Honorable Court, at least as it relates to the above mentioned real estate, which is more fully described in the Mortgage Deed attached hereto and marked as Exhibit "B". This Objection to Confirmation is supported by the following reasons:

1. The Debtor is in possession of the property and WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED

SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 has not been given adequate protection against deterioration or depletion of the property which is secured by the first mortgage of WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2, including but not limited to the payment of real estate taxes and hazard insurance.

2. The plan does not adequately protect WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2's interest and does not provide for the curing of the arrearage due WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 within a reasonable period of time.
3. The County Auditor's True Tax Valuation of the real estate indicates a Fair Market Value of \$65,7000.00. The property is encumbered by a mortgage held by WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2 in the principal amount of \$77,380.90, plus interest thereon at 9.00% per annum from November 1, 2005. The debtor may be entitled to a \$5,000.00 homestead exemption, and therefore

there is no equity in the real estate which is secured by the first mortgage of WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2, or, if there is equity, it is of inconsequential value.

4. The current arrearage on WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-2's mortgage is in excess of \$1,102.58, for which amount a Proof of Claim has been filed herein, although debtor's proposed plan does not provide for the curing of an arrearage.

Section 1322 of the Bankruptcy Code provides that a plan may modify the rights of holders of secured claims secured only by a security interest in real estate that is the debtor's principal place of residence if the plan provides for the curing of a default within a reasonable time. The present proposed plan is unworkable and could not be completed in less time than 60 months. This is clearly not reasonable and, in fact, is impermissible pursuant to §1322.

This Objection is a Standing Objection, and shall continue with reference to the currently proposed plan and any subsequently modified plan.

WHEREFORE, WACHOVIA BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF AEGIS ASSET BACKED SECURITIES TRUST, MORTGAGE PASS-

THROUGH CERTIFICATES, SERIES 2004-2 respectfully requests that this Honorable Court deny confirmation of Debtor's proposed plan, in addition to any other relief the Honorable Court deems just and appropriate.

Respectfully Submitted,

/s/ Christian E. Niklas
SHAPIRO & FELTY, L.L.P.
BY: Christian E. Niklas (0066725)
Attorney for WACHOVIA BANK, N.A.,
AS TRUSTEE FOR THE REGISTERED
HOLDERS OF AEGIS ASSET BACKED
SECURITIES TRUST, MORTGAGE
PASS-THROUGH CERTIFICATES,
SERIES 2004-2
1500 West Third Street, Suite 400
Cleveland, OH 44113
(216) 621-1530 ext. 216
(216) 621-7646-fax
cniiklas@logs.com

S E R V I C E

A copy of the foregoing Objection was served on:

Angeline Forte'
11805 Cromwell Ave.
Cleveland, OH 44120

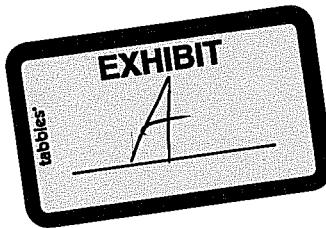
Craig Shopneck
Chapter 13 Trustee
BP Tower
200 Public Square, Suite 3860
Cleveland, OH 44114-2321

Jason T. Baker
55 Public Square
#1330
Cleveland, OH 44113

by ordinary U.S. Mail and/or electronically as permitted by local rule this 13th day of
December, 2005.

/s/ Christian E. Niklas
SHAPIRO & FELTY, L.L.P.
BY: Christian E. Niklas (0066725)
Attorney for WACHOVIA BANK, N.A.,
AS TRUSTEE FOR THE REGISTERED
HOLDERS OF AEGIS ASSET BACKED
SECURITIES TRUST, MORTGAGE
PASS-THROUGH CERTIFICATES,
SERIES 2004-2

05-56210; md ; December 7, 2005; Saved As: 56210.obj



Loan No: 034615515253
Branch: ONEIDA COUNTY

BAND 1B: 890

ADJUSTABLE NOTE NOTE

MIN: MINIMUM NUMBER OF STARS

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE
AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE
CAN CHANGE AND THE NUMBER OF TIMES IT CAN CHANGE.

CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE 1 MILE PAY.
December 26, 2008 CLEVELAND OHIO OHIO (100%)

1101 CROMWELL AVENUE
CLEVELAND, OHIO 44130
(Property Address)

MULTI-STATE ADJUSTABLE RATE NOTE UNDER SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)
Title: Prime-Participation Multi-Index Instrument
Invested by: Massachusetts, Rhode Island
Term: 2020-101 (Page 1 of 8 Pages)

INITIALS: LS CR

Loan No. 02NN05012253

Date 10/1/04

(D) **Amount of My Initial Monthly Payment**

(E) **Monthly Payment Changes**
I will receive notice of any changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(F) **Interest Rate Change**
The interest rate I will pay may change on the first day of January, 2004, and on that day every six months thereafter, unless otherwise agreed to in writing.

(G) **The Index**
On the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month, U.S. dollar-denominated deposits in the London market ("LIBOR"), as published by the Federal Home Loan Bank Board ("FHLBB") in the "London Interbank Offered Rate" ("LIBOR") for the month immediately preceding the month in which the Change Date occurs, as stated in the "Current Index".

(H) **Calculation of Change**
On the first Change Date, I will receive my new interest rate by adding .0076% and .0042500000000000002 percentage points (.7720%) to the Current Index. The Note Holder will then round the result to the nearest .0001% (one one-hundredth of one percent).

(I) **Interest Rate Change**
On the first Change Date, the rounded amount will be my new interest rate until the next Change Date. The Note Holder will not charge me interest on my unpaid principal until the amount is sufficient to cover the unpaid principal that I am required to pay at the Change Date in full on the Maturity Date at my new interest rate, unless otherwise agreed to in writing.

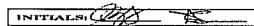
(J) **Limits on Interest Rate Changes**
On the first Change Date, my interest rate will not be greater than 12.0000% or less than 5.0000%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than .0001%. In addition, my interest rate will not be greater than 12.0000% or less than 5.0000%.

(K) **Effective Date of Change**
I will receive notice of any changes in my interest rate and the amount of my monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly

(L) **Notice of Change**
I will receive notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law or

otherwise, including the title and telephone number of a person who will answer any question I may have regarding the notice.

MULTISTATE ADJUSTABLE RATE NOTE-12000.00 MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)
Revised by Michael J. Fazio & Company
Form 3000-101 (Page 2 of 2 Pages)

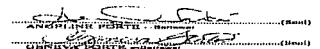
INITIALS: 

Loan No: 028602513253

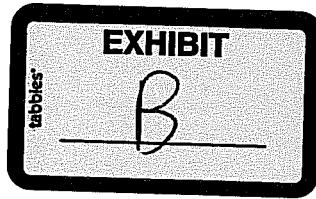
Date (D): 0/0/

This loan is made pursuant to section 1363 of the Ohio Revised Code and as prescribed by Public Laws 96-331 and 97-330. The terms of this loan are not subject to any provisions of the Ohio Mortgage Loan Act.

WITNESS THIS HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


John S. St. John
ANCHOR TRUST VESTED INVESTMENT
COMPANY, INC. (Seal)
CHINNIVILLE, OHIO 44623
(Seal)
(Sign Original Only)

MULTI-STATE ADJUSTABLE RATE INDEX-LIBOR 6 MONTH LIBOR INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL)
Revised by McGraw-Hill, Inc. & Company
Form 8260-1101 (Page 2 of 8 Pages)



[Handwritten signature over the document]

Loan No. 100023102863122338 Date 10/16/05
Borrower ANDREWS, ANTHONY PORTO
Return to ARDIS LENDING CORPORATION
ATTENTION: LOAN SHIPPING, RBC 3
BATON ROUGE, LA 70804
[Redacted] (Please Add a Line for Recording Only)

MORTGAGE MUNI: 100023102863122338

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Section 14, 15, 16, 20, 21, 22, 23. Certain rules regarding the usage of words used in this document are also provided in Section 14.

(a) "Affiliate" means this document, which is dated December 26, 2003, together with all exhibits, addenda, and amendments.

(b) "Borrower" is ANDREWS PORTO and CONDEVA PORTO. Borrower is the mortgagor under this document.

(c) "MERS" is MERSUS Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this document and is the record holder of the property described in this document. MERS has an address and telephone number of P.O. Box 31250, Flint, MI 48503-3125, tel. (800) 679-8124.

(d) "Lender" is ARDIS LENDING CORPORATION. Lender is a Corporation organized and existing under the laws of the State of Louisiana, with its principal office at 1000 1/2 Main Street, P.O. Box 31250, BATON ROUGE, LA 70804.

(e) "Note" means the promissory note signed by Borrower and dated December 26, 2003. The Note states that Borrower, over Lender, SEVENTY-EIGHT THOUSAND THREE HUNDRED AND NO (78,300) dollars, is owing to Lender for the sum of \$78,300.00 and to pay this sum to regular Periodic Payments and to pay the debt in full not later than January 1, 2034.

(f) "Property" means the property that is described below under the heading "Transfer of Rights to the Property".

(g) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(h) "Rider" means all Riders to this Security Instrument that are executed by Borrower. The following Rider(s) may be executed by Borrower (check one or more applicable):

Adjustable Rate Rider Condominium Rider Second Home Rider
 1st Party Rider Biweekly Payment Rider
 Other(s) (Specify) _____

OHIO - Single Family - Condo/Mobile Home UNIFORM INSTRUMENT
Mortgage, Deed of Trust, Lien & Change
Form 2003 - 10/01
[Barcode]
[Redacted] (Page 1 of 10 Pages)

which currently has the address of 11000 CROMWELL, AVONLAK,
AVONLAK, OHIO 11000 ("Property Address")
OHIO - Single Family - Fannie Mae/Radcliffe Mae UNIFORM INSTRUMENT Peter 3939 1/95 (Page 8 of 12 Pages)
 Medified by Medified, Minn. & Illinois

Issue No: 00000000000000000000 Date ID: 606

WITNESSETH, WITH all the improvements now or hereafter erected on the property, and all
improvements, improvements, and fixtures now or hereafter a part of the property. All replacements and
additions shall also be covered by this instrument. Borrower understands and agrees that M2M2 funds held only legally
to the interest granted by Borrower in this instrument, shall be used for the success and use of Lender, and
Lender (including, but not limited to, its successors and assigns) has the right to collect and receive and
exercise any or all of these interests, including, but not limited to, the right to purchase and retain and
convey any or all of these interests, including, but not limited to, the retaining and

THE SECURITY INSTRUMENT contains uniform covenants for national use and is intended to be used in connection with the sale of real property. It is not intended to be used in connection with the sale of personal property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

OHIO - Single Family - Parent Max/Freddie Mac UNIFORM INSTRUMENT
Modified by Middlebury, Middle & Birney Form 2000 1/95 (Page 3 of 12 Pages)

Loan No. 00000000000000000000 Date 10/10/2010

OHIO - Single Family - Fannie Mae/Prudential Mae UNIFORM INSTRUMENT
Modified by Middleberg, Middle & Gianna FED. 2000 1/03 /DRAFT 4 OF 10 COUNTER

Phone ID# 606

Learn Now: <https://www.udemy.com>

Data MR: 2000

**OHIO - Single Family - Pannie Mae/Predicile Mae UNIFORM INSTRUMENT
Modified by Middlebury, Middle & Oregon.**

OHIO - Single Family - Partial Mac/Partial Mac UNIFORM INSTRUMENT
Modified by Middlefield, Middle & Wianne Form 5058 1/01 Page 7 of 13 Pages

Issue No: 00000000000000000000000000000000

Push ID: 8416

**OHIO - Single Family - Parent
Modified by Substitution, Pardon
and/or Reversal** **Non-Uniform Instrument**
Non-Uniform

OHIO - Single Family - Prairie Men/Prairie Mar UNIFORM INSTRUMENT
Mediated by Middlebury, Ohio & Clinton Form 803A 1/91 (Page 10 of 13 Pages)

Loan No. 024605515253 Date 11/1 2007

OHIO - Single Family - Female Non/Prestige Male UNIFORM INSTRUMENT
Modified by Middleburg, Ohio & Dianna Form 2020 1/01 Page 11 of 12 Pages

BY SIGNING BELOW, I HEREBY AGREE TO THE TERMS AND CONDITIONS.

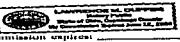
OHIO - Single Family - Pennie Mem/Prudelle sees UNIFORM INSTRUMENT
Modified by Middlebury, Middle & Pennie

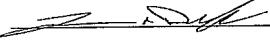
Loan No. 026603518283 Date (D/M/Y)

(Please Check This Line For Acknowledgment)

State of **OHIO** S
County of **CUYAHOGA** S

This instrument was acknowledged before me this
20th day of December, 2005 by
ANDRINE PORTIS AND CINEVA PORTIS


Notary Public Seal
State of Ohio
My Commission Expires: 2008


(Printed Name)

My commission expires: 2008

[Notary]

This instrument was prepared by
Middendorf, Kain, Clegg
777 Euclid Avenue, Suite 2000
Cleveland, OH 44113-2011

OHIO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Revised by Middendorf, Kain, Clegg
Form 2020 1/04 (Page 12 of 12 Pages)

(P.G.)

CUYAHOGA COUNTY RECOORDER
PATRICK J. O'CALLAGHAN
MAY 16/2009 11:24 24 AM
2003123101449

125-1444-1

**Loan No. 03003511253
Borrower: ANCHLING FORTS**

Holder in: **ANCHLING CORPORATION**
ATTENTION: J. RAN WHITTING (RECE. 3
LAW OFFICES OF WHITTING
BATON ROUGE, LA 70804

Interest Rate: **8.0000%** **Term:** **360** **Days**

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Section 16. Words defined in Section 16 are defined in this section. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(a) "Borrower Instrument" means the document, which is dated December 26, 2003, together with all Addendums thereto.

(b) "Borrower" is **ANCHLING FORTLEADS, GENEVA MOORE**. **Borrower** is the mortgagor under this Security Instrument. **Unsecured** **Unsecured**

(c) "Mortgage" means Mortgagor, Michael Thompson, Inc., MITS, is a wholly corporation that is acting solely as the holder of the Lender's interest in the Note and the Mortgaged Property and the Lender's interest in the Mortgaged Property, including and relating under the laws of Delaware and the laws of the State of New York.

(d) "Lender" is **ANCHLING CORPORATION**. **Lender** is a Corporation organized and existing under the laws of the State of Delaware. **Lender's** address is 1000 NW NORTHWEST HIGHWAY, BATON ROUGE, LA 70809.

(e) "Note" means the promissory note signed by Borrower and dated December 26, 2003, The Note is in the amount of \$100,000.00, PAYABLE IN FULL, IN SEVEN (7) YEARS, UNPAID, and interest at the rate of 8% per annum, plus interest, plus interest on unpaid interest, plus interest on unpaid interest and to pay the sum in full not later than January 1, 2034.

(f) "Property" means the property that is described below under the heading "Transfer of Rights in the Property".

(g) "Pledge" means the right to pledge the Note, plus interest, any prepayment charges and late fees, and any other amounts due under the Note, all with the intent to secure the obligations, plus interest.

(h) "Rebates" means all Rebates to this Security Instrument that are deposited by Borrower. The following Rebates are to be Excluded by Borrower (check box as applicable):

<input type="checkbox"/> Equity Rider	<input type="checkbox"/> Commission Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Salmon Rider	<input type="checkbox"/> Administrative Rider	<input type="checkbox"/> Debt Rider
<input type="checkbox"/> Other(s) (specify)	<input type="checkbox"/> Weekly Payment Rider	

OHIO Single Family, Prairie Mac/Heads Mac UNIFORM INSTRUMENT
Modified by Middleburg, Middle & Deane Form 3034 1/01 (Page 1 of 12 Pages)

CUYAHOGA COUNTY RECORDER
2000312310449 PAGE 1 of 17

Loan No. 04062512321 Date ID: 010

(1) "Bonds" means all obligations, federal, state and local statutes, regulations, rules, ordinances, and administrative orders and orders that have the effect of law, issued by any state, federal, or local government.

(2) "Community Association Docs, Fees, and Assessments" means all dues, fees, assessments and other assessments or similar organization.

(3) "Condominium" means the ownership of the Property by a condominium corporation, homeowners association or similar organization.

(4) "Condominium Funds Reserve" means any transfer of funds, other than a contribution originated by the Lender, to a Condominium Association, Homeowners Association, or similar organization, a Related Association or other association, or a Condominium Fund, for the purpose of funding reserves, capital improvements, or other expenses of the association, or for transfers, and estimated clearingshouse therefor.

(5) "Contract" means those items that are described in section 3.

(6) "Creditors" means any person, firm, corporation, or other entity that has a claim or debt due to the Lender or any third party (other than investors, friends and family members) arising directly or indirectly from the Lender's obligations to the Borrower, or the Lender's obligations to the Lender's investors, friends and family members, or the Lender's obligations to the Borrower, or the Lender's obligations to the Lender's investors, friends and family members.

(7) "Debt" means any debt, liability, or obligation of the Lender.

(8) "Delinquent Payment" means insurance protecting Lender against the nonpayment of, or default in, the payment of, any principal or interest.

(9) "Disbursements" means the regularly scheduled amount due for (i) principal and interest under the Note, (ii) the amount of the escrow account under section 3 of the Security Instrument, (iii) the amount of the escrow account under the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) as such amounts are held in trust or any subaccount, (iv) disbursements, disbursements, or amounts paid to the Lender by the Borrower in regard to a "relatively related mortgage loan" even if the amounts are not disbursed to the Lender by the Borrower, and (v) any other amounts due to the Lender.

(10) "Holder in Interest of Borrower" means any party that has taken title to the Property, whether by transfer or otherwise.

THIS SECURITY INSTRUMENT APPLICABLE TO THE PROPERTY, WHETHER BY TRANSFER OR OTHERWISE, AND IS MADE AND ENTERED INTO IN THE CITY OF CLEVELAND, OHIO, AND IS MADE AND ENTERED INTO IN THE COUNTY OF CUYAHOGA.

THE SECURITY INSTRUMENT ATTACHED HERETO AND MADE A PART THEREOF.

WHICH CURRENTLY HAS THE ADDRESS OF 11001 CROMWELL AVENUE,
STEVENS AND, OHIO (Street) 04/20 (Date) "Property Address"
OHIO Single Family, Parcels Map/Deed/Mortgage UNIFORM INSTRUMENT
Modified by Shadyside, Middle & Gleason

CUYAHOGA COUNTY RECORDER
2903123106440 PAGE 2 of 12 Pages

Form No. 1240215515253 Date 10/06

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions thereto, and all improvements, fixtures, and appurtenances thereto, shall be included in the property, and shall be the property of the Buyer. Buyer, without limitation, and agrees that Miller shall retain only legal title to the interests granted by Seller in the Society instrument, and that, if necessary to prevent title to the property from being affected by the Society instrument, Seller shall have the right to exercise any or all of these interests, including, but not limited to, the right to resuscitate and sell the foregoing, this Society instrument.

BORROWER COVENANTS that Borrower is lawfully named of the Estate legally convened and has the right to mortgag[e], lease and convey the Property, and that the Property is unencumbered, except by circumstances of record, Borrower warrants, and will defend generally the title to the Property against all persons, and binds itself to pay all assessments of record.

THIS SECURITY INSTRUMENT contains uniform clauses for national use and non-uniform clauses with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

OHIO Single Family, Two-parent/Married Parent UNIFORM INSTRUMENT
Modified by Middletown, Middle & Vienna Form 50504 1-91 (Page 8 of 12 Pages)

GUAYAQUIL COUNTY RECORDER
2010312310448 PAGE 3 OF 17

Loan No 15255155555555555555

DATA ID: 6130

OHIO Single Family, Non-Resident, Middle Income UNIFORM INSTRUMENT
Modified Tax Middleincome Middle & Ghetto Form 2020 1/03 (Page 4 of 13 Pages)

CUYAHOGA COUNTY RECORDERS
20080125144449 PAGE 4 of 17

Item No. 028604415251 Date 10/06/2014

OHIO Single Family Penny Mac/Middle Mac UNIFORM INSTRUMENT
Modified by Middleberg, Middle & Gleann Form 3000 1/81 Page 8 of 12 Phoenix

GUAYAHUA COUNTY RECORDED
200312310440 PAGE 6 of 17

Part No. 020004414353

©2012, Oracle America, Inc. All rights reserved. Oracle and Java are registered trademarks of Oracle and/or its affiliates.

GUYANOGA COUNTY RECORDER
3001312210000 PAGE 9 of 17

Loss No. 02H005815257 Data ID: 604

OHIO Single Family Income/Med/Freddie Mac UNIFORM INSTRUMENT
Modified by Middleberg, Middle & Dierme Form 2000 1/01 (Page 10 of 12 Pages)

GUYANNA COUNTY RECORDER
20032014449 PAGE 10 OF 17

Page 12 of 20

OHIO Single Family, Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Modified by Middleberg, Middle & Gleanne Form 2005-1/01

CUYAHOGA COUNTY RECORDER
200712210440 - NAME 21-21-21

LOAN NO. 028001111253 (Please Return This Line For Acknowledgment) Date ID: 606

DATE OF CLOSING: 02/12/2005 County: GUYANA VEHICLE #1: 8
The following instrument was acknowledged before me this
22nd day of February, 2005 by
ANGELINA FORTS AND ORNELVA FORTS

My Commission Expires: 02/28/2006

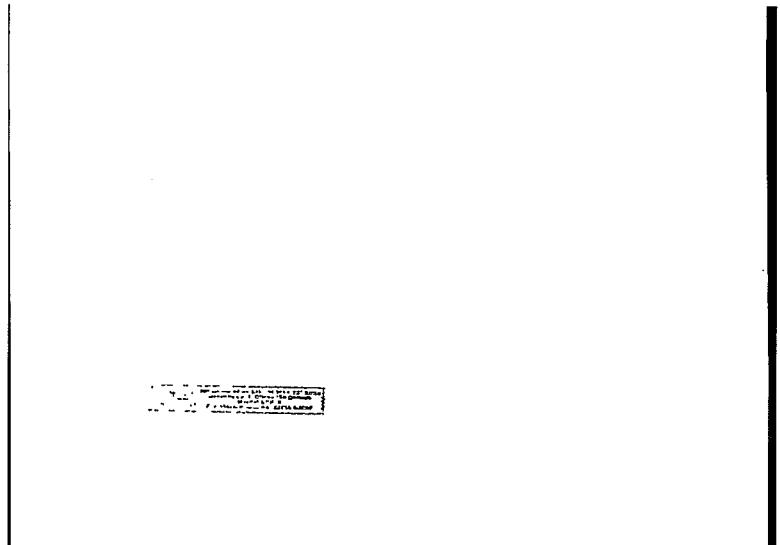
(Printed Name)

[Signature]

This instrument was prepared by
Matthew, Natalie A. Chaffin
111 N. Akard, Suite 2000
Dallas, TX 75201

OHIO - Single Family Residential Non-Uniform INSTRUMENT
Recorded by Matthew, Natalie A. Chaffin on 02/12/2005 at 11:01 (Page 12 of 12 Pages)

GUYANA COUNTY RECORDER
200512231848 PAGE 12 OF 17



Lawyers Title Insurance Corp.

Commitment Number: N03-11486

**SCHEDULE C
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio;

And known as being Sublot No. 124 in The Crawford Realty Company's Re-Subdivision of a part of Original City Hundred, having a width of 20 feet and being 20 feet front on the Northwesterly side of Cromwell Avenue and extending back to the rear property line, 71.88 feet on the westerly line and having a rear line of 62.17 feet as appears by said plan.

PPN: 120-09-181
Cleveland, Ohio 44130

ALTA Commitment
Schedule C

(N03-11486-PPN03-1148610)

Lawyers Title Insurance Corporation
Commitment Number N03-11480

**SCHEDULE C
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows

Located in the City of Cleveland, County of Cuyahoga and State of Ohio
And known as: Lot Number 132 in The Crawford Henry Company's Re-Subdivision of a Part of Original
Crownland, Block 112, Lot 132, 320.336 square feet, front on the Northwesterly side of Cromwell Avenue and extending
back 112.11 feet on the Easterly line, 112.11 feet on the Northerly line, 112.11 feet on the Southerly line and 112.11 feet on
the Westerly line.
PPN 120-08-181
1008 Cromwell Avenue
Cleveland, Ohio 44122

ALTA Commitment
Schedule C

(N03-11480 PPN#08 1120181)
CUYAHOGA COUNTY RECORDER
200512310480 PAGE 14 OF 17

Lawyers Title Insurance Corp.

Commitment Number: N03-11486

**SCHEDULE A
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

Illustrated in the City of Cleveland, County of Cuyahoga and State of Ohio.

Illustrated in the City of Cleveland, County of Cuyahoga and State of Ohio.
And known as being Sublot No. 13d in The Cleveland Valley Company's Subdivision of a part of Original
Cuyahoga Valley Reserve and being bounded by the Westerly line, the rear line, Volume 40 of Metrop. Plan 10 of
Metrop. Plat, the rear line, the Westerly line, 112.84 feet on the Westerly line and having a rear line of 40.01 feet, as
shown on the map.

PPN: 120-00-161
11005 Cromwell Avenue
Cleveland, Ohio 44120

alt-e Software

EN03-17488, PFDW403-17488(1)